

THE BLUE BIRD CIRCLE RESALE SHOP CLOTHING CONSIGNMENT CONTRACT

CONSIGNOR _____ ACCOUNT NO. _____
(PLEASE PRINT)

ADDRESS _____

CITY _____ STATE _____ ZIP _____

HOME PHONE _____ CELL PHONE _____

The Blue Bird Circle Resale Shop (the "Shop") accepts consignment clothing, shoes and accessories on a "drop-off basis or by appointment only. One consignment per account is accepted every thirty (30) days. Such consignments must meet the following requirements:

Consignor must list each item that constitutes a consignment and such consignment must contain a minimum of six (6) up to a maximum of twelve (12) hanging garments, and no more than three (3) pairs of shoes and three (3) handbags may be included in a consignment. Jewelry items are accepted by appointment only. A mixture of adult and children's clothing is acceptable, but cannot exceed the item maximum. All items consigned are to be clean, in style, in season and in good condition, and all garments must be hung on the Shop's hangers at the time of consignment (available at the Shop). Adult and children's garments must be priceable for at least \$8.00.

Consignor agrees that it is the exclusive right of the Shop (1) to determine if the items brought to the Shop by a consignor meet the Shop's requirements for sale in the Shop and (2) to determine the price of all items in consignments. (3) to determine the markdown policy. Please refer to the lists posted in the clothing receiving area for complete details of items that are acceptable for consignment. Consignor also agrees to the Shop's current markdown policy, also posted in the clothing receiving area.

Clothing contracts expire two (2) months from the date the consignment was priced. Consignors will be paid 60% of the selling price of all items sold during the contract period and will be paid by mailed checks only. There is a \$5.00 minimum on consignment checks; lesser amounts may accumulate and pay at a later date.

A \$0.75 processing/handling fee per check will be deducted from each consignor check issued.
NO CHECK WILL BE REISSUED UNTIL NINETY (90) DAYS AFTER ORIGINAL DATE OF ISSUE.

The consignor agrees that any consigned items that cannot be priced by the Shop or those items that have not sold within the dating period of a contract will automatically, and with no notice to the consignor, become items irrevocably donated by the consignor to the Shop and the consignor will have no further interest in such donated items.

The consignor agrees and acknowledges that the Shop, The Blue Bird Circle and its officers, directors, agents, employees and volunteers assume no responsibility nor liability for the loss or damage to the goods consigned to the Shop, including, without limitation, any such loss or damage occasioned by negligence.

Monies received help fund The Blue Bird Circle Clinic for Pediatric Neurology and Clinical Research Center at Texas Children's Hospital, The Blue Bird Circle Developmental Neurogenetics Laboratory and The Blue Bird Circle Rett Center.

By signature below, consignor acknowledges having read and agrees to all terms of this contract.

Date

Consignor

Received By